

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
STANDARD AERO AVIATION HOLDINGS,
INC.,

Plaintiff,

-against-

SIGNATURE AVIATION LIMITED
f/k/a SIGNATURE AVIATION PLC,

Defendant.

ANALISA TORRES, District Judge:

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 10/18/2023

22 Civ. 7515 (AT)

ORDER

On September 2, 2022, Plaintiff, StandardAero Aviation Holdings, Inc., filed a complaint in this action asserting, *inter alia*, a claim for breach of contract based on the February 16, 2021 sale and purchase agreement between Plaintiff and Defendant, Signature Aviation Limited. Compl. ¶ 1, ECF No. 1. The complaint stated that the text of the sale and purchase agreement was attached as Exhibit A. *See id.* ¶ 2. Exhibit A, however, is a one-page document that says “Sealing Application Forthcoming.” ECF No. 1-1. No sealing application has been made, and the agreement has not been provided despite being incorporated by reference to the complaint. *See Chambers v. Time Warner, Inc.*, 282 F.3d 147, 152–53 (2d Cir. 2002). Certain excerpts of the agreement have been filed. *See Morris Decl. Ex. 1*, ECF No. 34-1. But the Court has an obligation, in construing a contract, to “give full meaning and effect to all of [the contract’s] provisions.” *Novartis Pharma AG v. Incyte Corp.*, 520 F. Supp. 3d 514, 525 (S.D.N.Y. 2021). Moreover, certain relevant provisions of the contract have not been provided to the Court in their entirety. *See Pl. Opp.* at 3, ECF No. 33 (referencing Section 6.01(c)(xix)); *Def. Reply* at 5–7, ECF No. 40 (referencing Section 6.01(c)(vii)).

Accordingly, by **October 25, 2023**, Plaintiff shall file the February 16, 2021 sale and purchase agreement in its entirety.

SO ORDERED.

Dated: October 18, 2023
New York, New York



ANALISA TORRES
United States District Judge